

Camera Telematics UK Ltd

Terms and Conditions of Sale 2018



1. Camera Telematics UK Ltd Registration

1.1 These Terms and Conditions will apply to the purchase of the goods detailed in our quotation by the customer from Camera Telematics UK Ltd, a company registered in England, Wales and Ireland under Company number 10573294. Whose registered office is at: Unit 4a Kingfisher Court, Hambridge Road, Newbury, England RG14 5SJ.

2. Definitions

- 2.1 The words "We" and "Us" and "Our" shall mean Camera Telematics UK Ltd.
- 2.2 The word "You" shall mean the customer, buyer, any person acting on behalf of or with the authority of the customer or buyer, or any person purchasing products and services from Camera Telematics UK Ltd
- 2.3 The word Goods shall mean all goods supplied by Camera Telematics UK Ltd
- 2.4 The word Goods and Services shall mean all goods, products, services and advice provided by Camera Telematics UK Ltd
- 2.5 The word Acceptance shall mean any instructions received by Camera Telematics UK Ltd from you for the supply of Goods and services shall constitute a binding contract and acceptance of the terms and conditions contained herein

3. Acceptance

3.1 These Terms and Conditions will be deemed to have an acceptance by you when you accept them or the quotation or form the date of any delivery of the Goods, whichever happens earlier, and will constitute the entire agreement between you and us.

4. Interpretation

4.1 A 'Business Day' means any other day other than Saturday, Sunday or a Bank Holiday.

5. Goods

- 5.1 The Price of the goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
- 5.2 If the cost of the good to us increase due to any factor beyond our control including; but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase our price prior to delivery.
- 5.3 Any increase in the Price under clause 5 above will only take place after we have informed you about it.
- 5.4 The Price is not inclusive of fees for packaging and transportation/delivery
- 5.5 The Price is not inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority

6. Cancellation and Alteration

- 6.1 Details of the Goods as described above and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of Acceptance.
- 6.2 The quotation is valid for 14 days from the date shown in it unless expressly withdrawn by us at an earlier time

7. Payment for Goods and Services

- 7.1 We will invoice you for the Price either:
- On or at any time after the delivery of the Goods; or
 - Upon completion and sign off via a third party finance/leasing company
 - Via Direct Debit

7.2 If you do not pay within the period set out above we reserve the right to suspend any further deliveries to you without limiting any of our other rights or remedies for statutory interest, charge you interest at the rate of 2.5% per annum above the base rate of the Bank of England on the amount outstanding until you pay in full.

10.5 In the unlikely event that we cease trading full access and control of the data will remain with the Customer.

7.3 All payment must be made in Sterling unless otherwise agreed in writing by us.

7.4 You agree to make all payments under Contract entered into with us on the dates they are due.

7.5 If you fail to make payments on time we shall be entitled to regard this as breach of Contract.

7.6 You agree to pay VAT on all payments under any Contract with us at the appropriate rate.

7.7 We agree to provide you with VAT invoices and schedules and notify you at the earliest opportunity of any changes in the rate of VAT.

7.8 You agree to make all payments for Goods and Services supplied by us by way of Direct Debit unless expressly agreed to the contrary with us, unless the finance has been arranged by a third party finance company

7.9 If you cancel a direct debit which was set up in order to pay for Goods and Services supplied then we reserve the right to collect any future payments by invoice and increase payments by up to 3%

7.10 If you fail to pay any amount due under this Contract for Goods and/or Services on time then you will be charged interest at the rate of 2.5% per month from the date that the payment was due up to the date the payment was eventually made.

7.11 You agree to make all payments due under this Contract for Goods and/or Services without making any set off, retention or adjustment for any claim against us or the manufacturer for the Goods.

8. Delivery of Goods and Services

8.1 We will arrange for the delivery of the Goods to the address specified in the quotation or to another location that we have agreed in writing

8.2 If you do not specify a delivery address, or if we both agree, you must collect the Goods from our premises.

8.3 You agree we may deliver the goods in instalments if we suffer a shortage of stock or other genuine and fair reason.

8.4 The Goods will become your responsibility from the completion of delivery or customer collection. You must, if reasonably practicable, examine the goods before accepting them.

9. Installation and Training

9.1 We will only approve engineers who are trained, and fully competent, in installing the cameras and associated software.

9.2 Upon request and following due considerations and agreement by us, we can provide training to third party engineers for the installation of forward facing camera equipment.

9.3 We will be responsible for the camera software training for our customers and Partners.

10. Data Protection

10.1 Under the Terms of this Contract we will act as the Data Processor. We will manage the data. Have visibility of the data, but will not use the data unless agreed by you.

10.2 Under the terms of this Contract you will act as the Data Controller, you will own the data and have full unrestricted access to the data.

10.3 Access to the data will be via a web-based portal and user interface.

10.4 All data will be held on a secure server with access and user authority with password protection.

11. Server and User Interface Updates

11.1 Throughout the duration of this Contract we will develop both the Server's capability and also the user interface to offer an increased volume of usable data and improve user experience.

11.2 Throughout the duration of this Contract updates and developments updates and developments will be periodic and take into account any request from you.

11.3 Developments to the server and user interface will be provided by us at no extra charge to you, unless specifically detailed or a request is made over and above the developments update.

12. Camera Software Upgrades

12.1 From time to time new software will be released, You will be offered the opportunity to upgrade to the new software or firmware.

12.2 On occasions new software and/or firmware updates will be 'pushed' through the server to the camera but this will have no negative performance impact on the camera and we will keep you informed of new releases

13. Retention of Title

13.1 Risk of damage to or loss of the Goods will pass to you when the Goods are delivered to you.

13.2 You do not own the Goods until we have received payment in full. If payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

13.3 If the camera has been purchased using one of our payment Plan options then the data remains the property of Camera Telematics UK Ltd until ownership of the equipment passes to you.

14. Conformity

14.1 We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet with the following obligation.

14.2 Upon delivering the Goods will:

- a. Be of satisfactory quality
- b. Be reasonably fit for purpose for which you buy the goods.
- c. Conform to their description.

14.3 It is not a failure to conform if the failure has its origin in out materials.

15. Warranty Returns

15.1 In the event of any failure to a party because of something beyond its reasonable control:

- a. The party will advise the other properly as soon as reasonably practicable; and,
- b. The Part's obligations will be extended so far as is reasonable, providing that the party will act reasonably and the party will not be liable for any failure which it could not have reasonably avoided.

16. Warranty Returns

16.1 After investigation, and in the event of the Goods being returned under warranty, we will repair or replace the Goods and identify, where at all possible, the reason for the failure of the goods.

16.2 Returned Goods will be subject to an RMA procedure, tested, and written report issued to you detailing, wherever possible the, findings.

16.3 Warranty on all Goods supplied by us shall be 12 months from the date of sale of the Goods, or the date that the Goods were installed by us, whichever is the earlier.

16.4 All warranty claims will be dealt with by us.

17. Use of Camera Data/Airtime

17.1 If we supply a SIM card for use with any equipment you agree only to use it in conjunction with the equipment supplied and at normal usage levels as set out and agreed by us.

17.2 Your data allowance is managed by the Camera Telematics UK Ltd with automated rules and safe guards in place to ensure your data allowance is carefully monitored, In the rare event your aggregated data goes above your pooled data limit there are over charge costs at 0.40 per MB.

17.3 We will have no responsibility or incur liability whatsoever in the event that any of the Goods fails to perform to its required level due to any of the said Goods being utilised in an area where the cellular coverage is not available.

17.4 You agree that use of the camera data should be strictly controlled and further agree that it would not be appropriate to place any footage from the Goods on the internet in most situations unless you ensure that b doing so does not allow the identification of an individual .

17.5 Should this be breached and footage form the camera supplied by us is uploaded onto the internet, including any social media websites, which discloses information about identifiable individuals to the media then you are solely liable for any action , criminal or civil, or the involvement of and action taken by the information Commissioner's Office.

17.6 If you wish to use footage from a camera supplied by us for marketing, or a case study, then you are solely responsible for seeking and securing the express permission of the individual to whom such identification would be affected.

18. Governing Law, Jurisdiction and Complaints

18.1 This Contract is governed by the Law of England and Wales.

18.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the customer lives in Scotland or Northern Ireland , in the courts of respectively Scotland or Northern Ireland.

18.3 Camera Telematics UK Ltd seek to avoid any dispute so we deal with complaints as follows:

19. Withdrawal and Cancellation

19.1 You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring liability.

19.2 You can cancel the Contract, Except for any Goods which are made to your special requirement or a non stocked item deemed as a bespoke or special order by telling us no later than 7 days after the Contract was made.

19.3 You must return to our business premises the Goods in undamaged condition at your expense

19.4 We will, without delay, refund to you the price for the Goods but we can retain any separate delivery charge.

19.5 This does not affect your rights when the reason for the cancellation is any defective Goods.